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9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 In Re: Case No. 14-11160
12 TIN CROSS VINEYARDS, LLC Chapter 11
13 A California Limited Liability Company
14 IDN 26-2429813

15 Debtor.
16 _____/

17 APPLICATION FOR
18 AUTHORITY TO EMPLOY REAL ESTATE BROKER
19 (Grove Street)

20 Tin Cross Vineyards, LLC ("Tin Cross") hereby applies for an order employing
21 Healdsburg Sothebys International Realty ("Sothebys") as Real Estate Broker.

- 22 1. Tin Cross filed for relief under chapter 11 on August 8, 2014, and is a debtor in
23 possession.
- 24 2. Tin Cross has an interest in a single family dwelling described as 14851 Grove
25 Street, Healdsburg, California. (APN 089-120-071), which the Managing Member of Tin
26 Cross, Michael Foster, believes should be sold.
- 27 3. Tin Cross requests the court authorize the employment of Sothebys, a California
28 licensed Real Estate Broker, 409 Healdsburg Avenue, Healdsburg, California 95448, as its
broker because of its extensive experience and knowledge in the field of marketing and sale of
real property. Accordingly, the Managing Member believes it is well-qualified to represent Tin
Cross in this Chapter 11 case.

4. Sothebys has agreed to represent Tin Cross and to be compensated at the rate of five percent (5%) of the selling price for the property, which is the customary commission for the sale of single family dwellings, to be paid at the close of the escrow. A copy of the listing agreement with Sothebys is attached hereto. Sothebys has agreed it will not share the agreed compensation with anyone except for its employees. In the event the purchaser of the property is represented by their own real-estate professional, the agreed commission is to be split between Sothebys, as broker for the estate, and the purchaser's real-estate professionals, also to be paid at the close of escrow. Sothebys understands and acknowledges it represents the estate and cannot represent both the estate and the buyer. Dual agency is not permitted.

5. Sothebys has no known connections with Tin Cross, Tin Cross's creditors, the United States Trustee, any person employed in the office of the United States Trustee, or any other party in interest, or their respective attorneys and accountants, except that Sothebys is also the listing broker for the Tin Cross property described as Pine Mountain. The Managing Member believes Sothebys is disinterested and neither holds nor represents any interest adverse to the Estate.

WHEREFORE, Tin Cross prays for an order authorizing the employment of Sothebys as its Real Estate Broker on the terms set forth above.

Dated: August 12, 2014

Tin Cross Vineyards, LLC

/s/ Michael Foster

Michael Foster

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT

1. **EXCLUSIVE RIGHT TO SELL:** Tin Cross Vineyards, LLC (“Seller”) hereby employs and grants Healdsburg Sothebys International Realty (“Broker”) the exclusive right to sell the real property described as 14851 Grove Street, Healdsburg, California (APN 089-120-071).
2. **TERM:** Broker’s right to sell shall commence upon authorization and expire at midnight, 120 days after the execution dated below by Seller. The term may be extended by mutual written agreement signed by Seller and Broker.
3. **LISTING PRICE:**
 - A. The listing price shall be Two Million Three Hundred Ninety-Five Thousand Dollars. (\$2,395,000).
 - B. Broker is authorized to accept a deposit equal to three percent (3%) of the purchase price, to be deposited within 24 hours to designated title company trust account.
4. **NOTICE:** The law does not fix amount or rate of real estate commission. Each broker sets them individually and may be negotiable between Seller and Broker.
5. **COMPENSATION TO BROKER:**

Seller agrees to compensate Broker upon property recordation of the deed as follows: From the proceeds of the sale, Broker shall receive an amount equal to five percent (5%) of the selling price, subject to allowance by the Court, if the property is sold during the term hereof by Broker or through any other person, or by Trustee on the terms herein set forth, or any other price and terms Seller may accept, subject to confirmation of the Court. Said Broker, if necessary may further distribute amount, to compensate other Brokers who may have participated in this transaction. This agreement and fee are subject to United States Bankruptcy Court approval. Seller agrees to serve notice of Broker’s fee request at the same time as Seller serves notice of her proposed sale of the property. When said sale and fee request are confirmed by the Court, the agreement shall be binding and valid as against the estate for the amount allowed by the Court. The acceptance of any purchase agreement by trustee shall be subject to bankruptcy court approval, court confirmation and overbid.
6. Broker agrees that by execution of this agreement, no personal liability shall attach to the undersigned debtor, and no liability of any kind shall be incurred by the estate, unless an actual sale is made and fee request is submitted and both are confirmed by the Court and upon proper recordation of a deed.
7. Seller authorizes the Broker to cooperate with subagents.

8. Seller authorizes the Broker to place a “for sale” sign and key box on the property.
9. This property is offered in compliance with State and Federal anti-discrimination laws.
10. This property is to be sold in “As-Is” condition without warranty of any kind.
11. There shall be no dual agency unless specifically allowed by the trustee and presiding judge.
12. In consideration of the foregoing, the undersigned Broker agrees to use due diligence in obtaining a purchaser for the subject property.

Tin Cross Vineyards, LLC

/s/ Michael Foster
By _____
Michael Foster
It's Managing Member

Healdsburg Sothebys International Real Estate

/s/ Alain M. Pierret
By _____
Alain M. Pierret,
Cal BRE Lic. No. 01821933